

Section-G: Revised (3rd) Service Level Agreement (SLA)

Working Hour Window – 10 to 6

1. Delay in delivery of services:

SN	Description	Penalty
1	Delay in Delivery, Installation, commissioning and implementation of all devices beyond 14 weeks for the Central Infrastructure from the date of receipt of the purchase order.	0.2 % of the total PO value per day from the 99 th day till the date of installation/integration subject to a maximum of 10% of the PO value.
2	Delay in submission of HLD and LLD beyond 5 weeks from the date of issue of purchase order.	0.2% of the total PO value for every week of delay or part thereof.
3	In case of a breakdown of any feature of the solution, the relevant defect should be attended immediately and rectified/replaced within 2 working days of the receipt/notice of the complaint.	1% of the total PO value for every four working hours of the delay or part thereof subject to a maximum of 10% of the PO value for each occurrence.
4	In case of a malfunctioning of any feature of the solution, the relevant defect should be attended immediately and rectified within 2 working days of the receipt/notice of the complaint.	1% of the total PO value for every four working hours of the delay or part thereof subject to a maximum of 10% of the PO value for each occurrence.
5	In case of a breakdown of appliances, hardware, hardware components accessories, systems software, and/or any products, the relevant defect should be attended immediately and rectified/replaced within 8 working hours of the receipt/notice of the complaint.	0.5% of the cost of all items for each hour of delay beyond 8 working hours or part thereof subject to a maximum of 10% of the total cost of items for that location .
6	In case of a malfunctioning of appliances, hardware, hardware components accessories, systems software, or any products, the relevant defect should be attended immediately and rectified within 4 hours of the receipt/notice of the complaint.	0.2% of the cost of all items ordered for that location per each hour of delay or part thereof subject to a maximum of 10% of the total cost of items for that location under the PO.
7	The details of SDM are not communicated to LIC within 6 weeks of receipt of PO	Rs.500/- per day.
8	If CV and certified documents of the proposed candidates are not submitted within 6 weeks from date of Purchase Order (PO)	Rs.500/- per day.
9	Delay in posting of on-site support Personnel beyond 8 weeks from the date of issue of purchase order for security products.	Rs.500/- per day.
10	Delay in providing complete escalation matrix for offsite support beyond 6 weeks from date of issue of PO	Rs.500/- per day.
11	If the first (introductory) meeting is not held within 4 weeks from the date of receipt of the first Purchase Order.	Rs.500/- per day.
12	If structured weekly meetings are not held (by the Service Delivery Manager) with ED(IT/BPR)/ Chief(IT/BPR)/ Secy(IT/BPR)/ Dy. Secy(IT/BPR)/Asst. Secy (IT/BPR), Network Section, CO, Mumbai.	Rs.500/- per day.
13	The on-site Personnel should be present in LIC's premises as per the RFP conditions.	Double the proportionate amount for the relevant onsite support charges will be deducted for any non-compliance.
14	If the on-site Personnel leaves before expiry of 1 year for reasons other than death and hospitalisation.	5 % of the Annual on-site charges for the first incident, to be incremented by 2.5% for each repetition. The number of such occurrences shall be reckoned from the date of purchase order for on-site support. The Personnel may have to be changed, if LIC so requests. If LIC requests for a change, SI will be given a buffer of not more than 30days to suitably replace the Personnel.

15	In case vendor wants to change the onsite support person, minimum of one-and-half month (45 days) advance notice shall be given by the vendor to LIC. If not done, penalty will be imposed.	Penalty of Rs.1, 000/- per instance.
16	In case vendor wants to change the onsite person, an overlapping period of at least 21 days has to be there between the new and old onsite support person. If not done, penalty will be imposed	2.5% per day of the relevant onsite support.
17	In case LIC wishes to get the onsite person changed, if replacement from the identified pool is not provided within 30 days.	2.5% per day of the relevant onsite support.
18	Delay in installation of patches	If the patches/signature files are not deployed within a period of 7 working days of LIC from the release of latest version/update by OEM/OSD/OSO, it will attract a penalty of 0.5% of the charges from yearly on-site & remote monitoring services for each week of delay or part thereof.
19	If the uptime for the system uptime for the back end appliances/hardware is below 99.99% calculated on monthly basis.	2% of the quarterly onsite support charges for every 0.1% decrease of system uptime.
20	Dashboard to selected users on continuous basis within 12 weeks of receipt of PO.	Rs.500/- per day.
21	Providing additional licenses immediately when the threshold for licenses procured have been breached.	Rs.500/- per day per license per instance.

Any delay in implementation on account of site not being ready will not attract any penalty (SLA breach). However, the onus for establishing the same lies with the vendor.

Exclusions from downtime calculation include the following:

1. Downtime because of LAN cabling faults at LIC network or any network fault not falling in the scope of vendor.
2. Scheduled downtimes (which are approved by LIC) on account of preventive maintenance, system testing, system upgrades etc.
3. All failures due to source power unavailability and power conditioning, UPS failure etc. at LIC
4. Force Majeure conditions defined above or any condition not foreseen but mutually agreed by both the parties.

Penalty caps:

- ❖ The total penalty for installation and commissioning solution shall not exceed 10% of the PO value.
- ❖ The total penalty for onsite and offsite support shall not exceed 50% of the quarterly charges payable for onsite and offsite support for reasons other than absence. In case of absence of onsite support, actual amount will be deducted up to 100% of the quarterly charges payable.

EXECUTIVE DIRECTOR (IT/BPR)